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September 13, 2022

**BY REGULAR MAIL AND E-MAIL**

Zachary Kalmbach, Esq.

Assistant Corporation Counsel

Special Federal Litigation Division

New York City Law Department

100 Church Street, Room 3-162

New York, NY 10007

Re: Jack Norton v. City of New York, et al. – 21-cv-4884 (FB) (JRC)

Counsel:

I write to inform you that Plaintiff in the above-captioned matter hereby accepts Defendants' Rule 68 Offer of Judgment dated September 1, 2022, a copy of which is attached.

I will contact you separately regarding the outstanding claims for attorney's fees and costs to see if we can reach a stipulation that would avoid the need for a formal application to the Court.

Thank you for your consideration in this matter.

Yours,

Gideon Orion Oliver

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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JACK NORTON,

Plaintiff, **RULE 68**  
**OFFER OF JUDGMENT**

-against-

THE CITY OF NEW YORK, MAYOR BILL DE BLASIO, 21-CV-4884 (FB) (JRC)  
NYPD COMMISSIONER DERMOT SHEA, NYPD  
CHIEF OF DEPARTMENT TERENCE MONAHAN,  
NYPD OFFICER JONATHAN WARFIELD, BILAL  
ATES, NYPD MEMBERS JOHN AND JANE DOES 1-5,

Defendants.

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants City of New York, Bill de Blasio, Dermot Shea, Terence Monahan, and Jonathan Warfield, and any defendant who is currently or subsequently named and hereafter represented by the Office of the Corporation Counsel in this action, hereby offer to allow plaintiff Jack Norton to take a judgment against the City of New York in this action for the total sum of **One Hundred and Twenty Five Thousand and One (\$125,001.00) Dollars**, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff's claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants City of New York, Bill de Blasio, Dermot Shea, Terence Monahan, Jonathan Warfield, and Bilal Ates, or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

**This offer of judgment may only be accepted by written notice within the time allowed under the Federal Rules of Civil Procedure.**

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants City of New York, Bill de Blasio, Dermot Shea, Terence Monahan, and Jonathan Warfield, or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants City of New York, Bill de Blasio, Dermot Shea, Terence Monahan, Jonathan Warfield, and Bilal Ates; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Jack Norton agrees that payment of **One Hundred and Twenty Five Thousand and One (\$125,001.00) Dollars** within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendant City of New York a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff further agrees to hold harmless defendants City of New York, Bill de Blasio, Dermot Shea, Terence Monahan, Jonathan Warfield, and Bilal Ates, and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York  
September 1, 2022

HON. SYLVIA O. HINDS-RADIX  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants City of New York, Bill de  
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Jonathan Warfield*  
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(212) 356-2322

By: /s/ Zachary Kalmbach  
Zachary Kalmbach  
*Assistance Corporation Counsel*

TO: **Via Email and First-Class Mail**

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